

Glenwood

AFSCME Council 61 (Mixed)

7/1/2006 6/30/2007

**AGREEMENT**

between

American Federal of State,  
County and Municipal Employees,  
Iowa Council 61, AFL-CIO  
City of Glenwood Employee Union Local 3094-3

And

The City of Glenwood, Iowa  
Police & Public Works Departments

JULY 1, 2006-JUNE 30, 2007

## **AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2006 by and between the CITY OF GLENWOOD, IOWA; hereinafter referred to as the "Employer", and AFSCME LOCAL 3094-3 of the AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, IOWA COUNCIL 61, AFL-CIO, hereinafter referred to as the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union.

Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

## **ARTICLE 1 - RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all full-time Police Officer I, II, III; Street Crewmen I, II, & III and Police Sergeants in the City of Glenwood, Iowa as set forth in the Iowa Public Employment Relations Order of Certification Case No. 5726, dated December 1, 1997.

The certification excludes the Public Works Director, Communications Officer, City Administrator/Clerk, City Clerks, Administrative Consultants, Police Chief, Police Captain, Police Lieutenant, Elected Officials, Police Secretary I, II, II and Cemetery Sexton and all other Employees excluded under Section 4 of the Public Employment Relations Act of Iowa.

## **ARTICLE 2 - SEPARABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Employer and the Union agree to meet at the earliest possible mutually agreeable time for the purpose of negotiations to replace the void or illegal provision(s).

### **ARTICLE 3 - EMPLOYER RIGHTS**

The Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to:

- Direct the work of its public employees.
- Hire, promote, demote, transfer, assign and retain public Employees in positions within the public agency.
- Suspend or discharge Employees for proper cause.
- Maintain the efficiency of governmental operations.
- Relieve public Employees from duties because of lack of work or other legitimate reasons.
- Determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted.
- Take such actions as may be necessary to carry out the mission of the public Employer.
- Initiate, prepare, certify and administer its budget.
- Exercise all powers and duties granted to the public Employer by law.

#### **ARTICLE 4 - NO STRIKE - NO LOCKOUT**

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the Employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns or picketing as prohibited by Sections 10 and 12 of the Act or take any other action which interrupts or interferes with the operations of the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all Employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging Employees to immediately return to work and take any affirmative steps necessary with the Employees involved to bring about immediate resumption of normal work.

The Employer has the right to take any other action pursuant to Chapter 20.12 of the Iowa Code.

The Employer pledges that it will not engage in a lockout during the term of this Agreement.

## **ARTICLE 5 - DUES CHECKOFF AND INDEMNIFICATION**

Upon receipt of a lawfully executed written authorization from an Employee covered by this Agreement on forms provided by the Union, the Employer agrees to deduct regular monthly Union dues of such Employee from their pay. The Union will notify the Employer in writing of the exact amount of such regular membership dues to deduct. Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the Employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, and orders of judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

Such orders may be terminable with written notice to the Employer and Union on the anniversary date of joining the Union each year. The Employee's authorization to withhold dues shall be terminated within thirty (30) calendar days after receipt of such notice.

The Employer agrees to deduct from the wages from any employee who is a member of the Union, a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union, together with an itemized statement showing the name of the employee from whose pay such deduction was made and the amount deducted during the period covered by the remittance.

The Employer shall submit to AFSCME/Iowa Council 61, with each remittance of deductions a list of all Employees, including name, address, phone number and social security number of those having such deductions to the official designated by the Union in writing to receive such deductions not later than the thirteenth (13) day of the succeeding month.

Only two (2) changes of the dues structure per fiscal year shall be allowed, with thirty (30) days prior written notification to the Employer.



## ARTICLE 6 - GENERAL PROVISIONS

**Section 1. Work Rules.** When existing rules, new rules and/or new or existing policies are changed or are established, they shall be posted prominently on all bulletin boards for a period of five (5) consecutive days before becoming effective. These work rules shall be reasonable and not conflict with any of the provisions of this Agreement. The Union shall initial the posting of rules and policies for notification purposes only. The Union reserves the right to grieve the application or reasonableness of the work rule. For purposes of this Article, work rules are defined as and limited ' to: "Rules promulgated by the Employer within its discretion to regulate the personal conduct of Employees."

**Section 2. Access to Files.** An Employee, or the Employee's Union Representative, with written permission of the employee, shall have access to and shall be permitted to obtain a copy of the Employee's personnel file maintained by the City, including but not limited to performance evaluations, disciplinary records, and other information concerning Employer-Employee relations.

However, an Employee's access to a personnel file is subject to all of the following:

1. The Employer and Employee shall agree on the time the Employee may have access to the Employee's personnel file, and a representative of the Employer may be present.
2. An Employee shall not have access to employment references written for the Employee.
3. An Employer may charge a reasonable fee for each copy made by the Employer for an Employee of an item in the Employee's personnel file, except that the total amount charged for all copies made cannot exceed five dollars (\$5).

**Section 3. Officers and Process Agents.** The Union shall, at all times, provide the Employer with the current names and address of all Local Union officers and Stewards and all Local, Council and International Union agents for service of process.

The Employer, shall provide the Union with the current names and addresses of all City Council, Public Works Director, and the Police Chief, and those who serve as the Labor Relations Representative for service of process.

**Section 4. Bulletin Boards.** The Union shall be permitted to post official Union notices on the bulletin board in the City offices. All other organized or structured union activities are

prohibited on City premises, unless written authorization is supplied by the Employer.

**Section 5. Union Presentation.** The local Union/Chapter may make one presentation to new employees during such new employee's work time with Department Head approval. Such presentation shall be limited to one-half hour. One union representative making the presentation may be in pay status if regularly scheduled to work during such presentation.

**Section 6. Labor Relations/Safety Committee.** A committee will be established to discuss issues of concern of both the employees and employer on an as needed basis. The committee will consist of four (4) members, two (2) members selected by the Union and two (2) selected by the Employer.

The purpose of this committee shall be to afford both labor and management a forum, in which to communicate on items that may be of interest to both parties. The committees are established as a communication vehicle only and shall not have authority to bind either the Union or management with respect to any of the items discussed. Union representatives will be in pay status for all time spent in Labor Relations Committee Meetings if such meetings are held during the representative's regularly scheduled hours of employment.

The Employer, through its department heads or other designee, shall provide safety and work enhancement training to Employees not less than once per month.

**Section 7. Discipline and Discharge.** The Employer shall not discipline an Employee without proper cause. Any disciplinary action or measure imposed upon an Employee may be processed as a grievance through the grievance procedure. Employees shall receive a copy of any disciplinary action that is put in their file, with the Employees' signature or refusal to sign before being placed in the personnel file.

**Section 8. Employee Evaluation.** Not less than annually, each employee shall be evaluated by the Department Head, or his/her designee, and all evaluations shall be reviewed and signed by the employee and shall be maintained in the employee's personal file.

**Section 9. Harassment.** It is the policy of the City of Glenwood to strictly prohibit harassment based on sex and to maintain a professional and quality working environment for all employees or future employees.

Definition:

1. Harassment on the basis of sex is a violation of Section 703 of Title VII Civil Rights Act of 1964. Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
  - a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
  - b. Submission to or rejections of such conduct by an individual is used as

- the basis for employment decisions affecting such individual, or
  - c. Such conduct has the purpose or effect of unreasonable interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- 2. Harassment encompasses harassment of subordinates or co-workers based on race, national origin, age, religion, or handicap. Examples of prohibited behavior, but not limited to:
  - A. Threats
  - B. Offensive Jokes
  - C. Subjecting employees to ridicule, slurs, or derogatory actions
  - D. Basing employment decisions or practices on submission to harassment
  - E. Refusal to cooperate with employees in performing work assignments

**Section 10. Reimbursement Agreement.** In conjunction with Title 501, Chapter 6 of the Iowa Administrative Code, it is recognized and acknowledged that the Employer shall utilize reimbursement agreements with any non-certified police officer hirees. Said agreement shall provide that the Employer will pay for the officer hiree to attend the Iowa Law Enforcement Academy and become certified thereunder and further providing that said officer shall repay the Employer on a prorated basis if the officer's employment with the Employer is terminated within four (4) years from the date in which the such Employee graduates and receives certification from the Iowa Law Enforcement Academy.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

**Section 1. Definition.** It is the declared policy of the City and the Union that in the event of a grievance should arise as provided in this Article, that the City and the Union will work to timely and expeditiously resolve said grievances in utilization of the procedures described herein. A grievance is defined as a dispute arising between the Employer and the Union regarding a violation, application, or interpretation of a specific provision of this agreement.

The arbitration provisions of this Agreement may only be invoked with the approval of the Employee organization and in the case of an Employee's grievance only with the approval of the public Employee.

**Section 2. Grievance Procedure.** Should an Employee have a grievance, it shall be adjusted in accordance with the following procedure: All grievances must be presented promptly and no later than ten (10) calendar days from the date of the action that prompted the grievance. In the event an Employee is suspended or discharged the grievance shall be appealed directly to arbitration.

**Step 1.** Within seven (7) calendar days of receipt of the written grievance from the Employee or his/her Union representative, the supervisor will meet with the appropriate Union representative at a mutually agreed upon time and date (with or without the aggrieved Employee) and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the appropriate supervisor and returned to the Employee and the Union representative within seven (7) calendar days from receipt of the Written grievance submitted to the supervisor.

**Step 2.** If dissatisfied with the supervisors answer in Step 1, to be considered further, the grievance must be appealed to the Employer or the designee within fourteen (14) calendar days from receipt of the answer in Step 1. The Employer or designee will meet at a mutually agreed upon time and date with the appropriate Union representative (with or without the aggrieved Employee) and attempt to resolve the grievance. A written answer will be placed on the grievance following the meeting by the Employer or designee and returned to the Employee and the Union representative within seven (7) calendar days from the second step meeting.

**Step 3.** If the grievance is not settled in Step 2 it may be appealed to arbitration by the Union giving written notice of a request for arbitration, submitted to the Employer within fifteen (15) calendar days from the date of postmark of the Employer's Step 2 answer. Step 2 answers shall be sent by regular U.S. mail or hand delivered. If an unresolved grievance is not appealed to arbitration, it shall be considered terminated on the basis of the Step 2 answer of the Employer without prejudice or precedent in the resolution of future grievances. The issue as stated in the Step 2 meeting shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties mutually agree to modify the scope of the hearing.

The Union and the Employer agree that it is incumbent upon the parties to share all information available regarding grievances involving the Union and/or bargaining unit Employees, excluding information that involves a criminal investigation. The Union and the Employer agree that at any time the parties may meet to resolve a timely grievance.

The failure of any Employee to act on a grievance within the prescribed time limits will act as a bar to further appeal. Grievances not answered by the Employer within the prescribed time limits in any step of the grievance procedure shall be automatically appealed to the next step of the Grievance Procedure.

Within fourteen (14) calendar days of the date of the written request for arbitration, the parties shall meet to select an arbitrator. If the representatives of the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the City's receipt of the arbitration notice, the parties or party, acting jointly or separately, shall request in writing the Iowa Public Relations Board to furnish a list of seven (7) arbitrators. Either party may reject the entire list once before the striking procedure begins. Upon receipt of the list, the parties designated representatives shall determine who has the right to strike the first name from the list by a coin toss. Each of the two (2) parties shall alternately strike one (1) name at a time from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator.

The decision of the arbitrator will be final and binding on both parties, provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

The City and the Union will share equally any joint cost of the arbitrator and of the arbitration procedure, including hearing room and fees and expenses of the arbitrator. Each party shall pay its own cost of preparation and presentation for Arbitration. Should the grievance be upheld, the lost wages of the Employee will be paid by the Employer, however, the expense of a stenographic transcript of the arbitration hearing and the costs of any transcripts will be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. Any other expense shall be paid by the party incurring them. The arbitrators shall only have authority to determine the compliance with provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to change, alter, detract from or add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement and shall not make any award which in effect would grant the Union or the Employer any matters which were not obtained in the negotiation process. All grievance and arbitration meetings under this Article are to be open to the public unless the parties mutually agree to hold the hearing in private.

**Section 3. Time Limits.** Authority to schedule a hearing rests with the arbitrator should the parties disagree. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limit.

## **ARTICLE 8 - Uniforms**

**Section 1. Police Department** The Employer shall furnish all regular full-time police officers at employment with the necessary uniforms and equipment in accord with the Rules and Regulations of the Glenwood Police Department.

Employees, upon termination of employment with the employer, shall surrender to the employer all items, with the exception of clothing items that have become unserviceable, provided to the employee by the employer. The Employee shall reimburse the Employer for the full costs of uniforms and equipment supplied by Employer to Employee in the event Employee, for any reason, is not employed with Employer at the expiration of Employee's probationary period as defined herein.

A cleaning service for the police officer's uniforms will be provided by the Employer not to exceed three hundred and fifty dollars (\$350) annually per officer.

### **Initial Issue for Officers:**

Winter Hat (1)	Gun Permit (1)
Summer Hat (1)	Handcuff Case (1)
Raincoat (1)	Clips (2)
ASP (1)	ASP Holster (1)
Cap Badge (1)	Holster (1)
Summer Shirts (4)	Handcuffs (1)
Bullet Proof Vest (1)	Winter Shirts (4)
All Season Trousers (4)	Black Boots (1)
Spring/Fall Jacket (1)	Weapon (1)
Necktie (2)	Clip Pouch (1)
Name Bar (2)	Uniform Belt (1)
Equipment Belt (1)	Uniform Badge (2)
Winter Coat (1)	Shoulder Patch (2 per shirt)
Tie Tack (1)	Collar Pin (2)
Gloves (1) pair	Stinger Flashlight

Commencing July 1, 2005, Employer shall supply each officer with a duty bag as a part of the officer's standard equipment issue.

**Section 2. Public Works.** The Employer shall furnish all regular full-time public works employees at employment with five (5) uniforms, but shall not be responsible for the cleaning of said uniforms. When an employee's uniform becomes damaged during the course of duty, the employer shall pay for necessary repairs only with the department head's prior approval.

All Public Works Department Employees shall be paid up to \$100.00 per year for the purchase of steel-toed work boots upon showing proper receipt to the Department Head and \$75.00 per year for purchase of blue jeans upon showing proper receipt to the Department Head and with the condition such boots and/or blue jeans be used or worn for employment purposes. Commencing July 1, 2004, the aforesaid \$75.00 per year allowance for purchase of blue jeans shall be increased to an amount not to exceed \$100 per year for the purchase of blue jeans under the aforementioned terms.

In the event the Employee voluntarily terminates his/her employment with employer prior to the expiration of his/her probationary period, the employee shall reimburse the employer for not less than one-half of the cost to employer to furnish the employee with the uniforms.

**Section 3. Damage to Personal Items.** In the event uniforms or equipment items provided pursuant to this Article are damaged or lost in the performance of duty, the City shall repair or replace such uniforms and equipment. The employer agrees to replace personal items consisting only of eye wear & watches damaged during the performance of assigned duties at their current value, but in no event shall the Employer be obligated to reimburse an employee more than a maximum of two hundred and fifty dollars (\$250) for all such items, cumulative, in any calendar year.

When damage is incurred to uniforms, equipment or personal items, a written report shall be submitted to the Department Head along with the items damaged. The report shall include details of how the property was damaged and the responsible party that caused the damage in order that the employer may seek reimbursement from that individual either from restitution from criminal proceedings or civil litigation.



## ARTICLE 9 - HOLIDAYS

### **Section 1. Holidays Recognized and Observed.**

The following holidays will be observed by City Employees:

New Years Day  
Lincoln's Birthday  
(Floating Holiday observed by Public Works Employees only)  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day and Day after  
Christmas Day and day after

Should a holiday fall within an Employee's vacation period, he/she shall be entitled to an additional day of vacation. To be entitled to a paid holiday, an Employee must work on the last regular work day previous to and first regular work day after the holiday, except while on vacation or excused absence. Sick leave may require verification.

If a holiday enumerated in this Section falls on a Saturday, the preceding Friday shall be granted and if a holiday enumerated in this Section falls on Sunday, the following Monday shall be granted. Offices will not be closed on Good Friday; however, Employees will be allowed paid leave to attend church services. Equal consideration will be given to all faiths as their religious holidays occur during the year.

**Section 2. Holiday Pay.** Holiday pay shall be equal to one (1) regularly scheduled workday but not less than eight (8) hours for full-time Public Works Employees and not less than ten (10) hours for full-time Police Department Employees.

When a holiday falls outside the regularly scheduled work day, the Public Works Employees will receive eight (8) hours compensation which may be in cash or compensatory time at the Employee's discretion and the Police Department Employee will receive ten (10) hours compensation which may be in cash or compensatory time at the Employees discretion.

Such cash or compensatory time off shall be equal to one (1) scheduled workday but not less than eight (8) hours for full-time Public Works Employees and not less than ten (10) hours for full-time Police Department Employees. When compensatory time off is to be granted, it shall be taken at the request of the Employee with the approval of the Employer. Any Holiday compensation time earned must be used within one year from the date of the Holiday in which it was earned or the Employee will be paid at the straight time rate for the holiday.

When a holiday occurs during an extended paid leave of absence (i.e., vacation, sick,

compensatory, emergency, or injury), holiday pay will be provided on the prescribed holiday only. For this section only "extended paid leave of absence" means a paid absence of more than three continuous days.

**Section 3. Holiday Premium Pay.** When an Employee is required by the Employer to work the holiday listed above, the Employer agrees to provide holiday premium pay at the rate of one and one-half (1½) times the Employee's regular rate, in addition to their normal earned holiday, for all hours worked between the hours of 12:00 a.m. and 11:59 p.m., which fall on an above enumerated holiday.

For work performed in excess of eight (8) hours for Public Works Employees and ten (10) hours for Police Department Employees on holidays, the Employee shall be compensated at the rate of twice the regular pay.

**Section 4. Eligibility Requirements.** To be eligible for holiday pay, Employees must be in pay status their last scheduled work day immediately before and the first scheduled work day immediately following each holiday. Employees shall not be eligible for holiday pay during a layoff or any period of leave of absence without pay.

## ARTICLE 10 - VACATIONS

### **Section 1.** Vacation Schedules.

Paid vacation earned during any year will be credited to the Employee's account on their anniversary date.

AFTER ONE YEAR                      FORTY (40) HOURS PAID VACATION

AFTER TWO YEARS                      EIGHTY (80) HOURS PAID VACATION

AFTER THREE YEARS                      EIGHTY (80) HOURS PAID WITH AN ADDITIONAL EIGHT (8) HOURS FOR PUBLIC WORKS EMPLOYEES AND AN ADDITIONAL TEN (10) HOURS FOR POLICE DEPARTMENT EMPLOYEES FOR EACH ADDITIONAL YEAR SERVED UNTIL AFTER 10 YEARS OR UNTIL A MAXIMUM OF ONE HUNDRED SIXTY (160) HOURS OF PAID VACATION.

AFTER TEN YEARS                      ONE HUNDRED SIXTY (160) HOURS PAID VACATION

Paid leave time such as compensatory time, sick leave, vacation time and recognized holidays are considered as time worked in the computation of vacation time.

### **Temporary Emergency Leave:**

Employees may use accrued vacation leave for temporary emergency leaves. This leave shall be granted at the sole discretion of the Employer.

**Section 2. Choice of Vacation Period.** All vacation requests shall be submitted to the Department Head. Vacation may be taken in not less than half-day increments. All Police Department employee's vacation requests shall be granted on the basis of seniority if requested 30 or more days in advance from the requested date(s). If requested less than 30 days in advance the vacation shall be granted on a first come first serve basis. The Department Head may require rescheduling of vacation in emergency situations. All vacation schedules are subject to the approval or discretion of the Department Head and must be submitted within not less than thirty (30) days of the actual taking of vacation unless otherwise authorized by the Department

**Section 3. Vacation Pay.** Vacation pay will be at the Employee's normal rate of pay for the day or week which he would have been regularly scheduled to work.

If an Employee is hospitalized while on his/her paid vacation, that portion of the paid vacation may be converted upon the Employee's request to sick leave and the vacation may be rescheduled

upon satisfactory proof of said hospitalization being provided to the Employer.

**Section 4. Holiday During Vacation Period.** If a recognized paid holiday falls during the Employee's vacation, the Employee shall not be charged with a vacation day on the day the holiday occurs.

**Section 5. Vacation Rights in Case of Layoff or Separation.** Upon resignation, layoff or termination from City service, an Employee shall be paid for all unused vacation and accumulated compensatory time at the time of termination.

**Section 6. Vacation Carry Over.** All vacation must be taken during the twelve (12) month period following the anniversary date of qualifying employment, unless approved in writing by the Employer.

## ARTICLE 11 - LEAVE OF ABSENCE

**Section 1. Eligibility.** Employees shall be eligible for leave of absence, after completing their probationary period.

**Section 2. Paid Leaves of Absences.**

A. Sick Leave

Sick leave is a privilege rather than a right, and therefore, every effort shall be made by all Employee's to benefit from its intended purposes. Sick leave shall only be used on regularly scheduled work days or work periods and not on vacation time, holidays, or other leaves of absence. Sick leave will be granted to all full-time Employees in the following manner:

Earned sick leave at a rate of 1 ½ days per month. If not used by necessity, sick days can be accumulated up to a maximum of 100 days. After Employees accumulate the 100 days, they can convert each 8 hours of unused sick leave per year to ½ day of vacation time with a maximum of 5 days. This conversion time must be used the following year.

Department heads must be notified when an Employee requests any sick time off. An Employee will be required to provide a doctor's written verification as to the nature and extent of illness, if sick over 3 consecutive days.

**Workers' Compensation:**

To the extent allowed by law and as is practical for the Employer to implement, the Employee may use accumulated sick leave while off work due to an injury or illness covered by workers' compensation payments so that the Employee's weekly net income is not reduced from what he/she would normally have earned if working.

Sick leave will not be granted if an Employee is injured while gainfully employed by a different Employer and/or self-employed.

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence without loss of seniority, for the duration of their illness or injury or for ninety (90) days, whichever is shorter.

B. Personal Leave

Family Illness:

The Employee may utilize up to forty (40) hours of sick leave for the purpose of attending to family illness. Any further absence may only occur upon the approval of the Department Head. For the purpose of this provision, "family" shall be defined as spouse, children, step-children, mother or father.

Funeral Leave:

In the event of death of a regular full-time employee's spouse, child, parent, parent-in-law, brother, sister, grandparent or grandchild, said employee shall be granted leave from day of death to day after funeral (consideration for travel time will be given). Any other time off for a funeral will be at the discretion of your department head.

C. Military Leave:

A full-time Employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29A.28 of the Code of Iowa 1975, and any other applicable state and federal laws.

D. Jury Duty/Legal Leave:

An Employee required to serve as a juror shall receive his/her regularly wages. In order to receive payment for such duty, the Employees must submit a certificate of service and assign all fees to the Employer. When released from duty during working hours, the Employee will report to work immediately.

E. Court Appearance Pay:

An Employee who is required by the Employer to appear in any Court or administrative proceedings during non-working hours as a result of the performance of his/her duties shall be paid for actual hours spent in Court or for a minimum of two (2) hours, whichever is greater, at one and one-half (1½) times the Employee's regular hourly rate; provided, that if the employee chooses the two (2) hour minimum, he/she shall report to the department and perform assignments until the two (2) hour time frame has expired. In the event the court appearance is canceled, and the employee is given less than 24 hours notice, the employee shall be paid two (2) hours court appearance pay if he/she reports to the department and performs job assignments until the two (2) hour time frame expires. It shall be the responsibility of the employee to check with the department to determine whether the court appearance is canceled.

F. Additional Leave:

Additional leave, paid or unpaid, may be granted at the discretion of the Employer.

G. Leave of Absence Without Pay

A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been requested by an Employee who has completed the probationary period and approved by the Department Head in writing. The Employee will be given a copy of the authorization.

Upon termination of any such leave of absence, the Employer, may at its discretion, request that the Employee visit a medical professional in order to ensure that the Employee is physically and/or mentally able to return to work. The fee shall be paid by the Employee. The Employer may request a second opinion from a medical professional as to whether or not the Employee is physically and/or mentally able to return to work. The medical professional shall be selected by the Employer and the fee shall be paid by the Employer. The Employee shall return to work in the same step or capacity as when the Employee left, provided the Employee is able and capable of performing the essential functions of that position, and further provided that during such period of leave of absence, no Employee shall earn sick leave, vacation, seniority or other leave.

In the event an Employee fails to return to work at the end of any such leave, the Employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

During a leave of absence without pay, the Employee:

- a) must pay group hospital and dental premiums falling due during any month the Employee is not on the payroll;
- b) must pay premiums for coverage under any group life insurance plan;
- c) shall not receive any other job benefits during the period of absence; and
- d) shall not acquire additional seniority during said leave.

The Employer may make exceptions to any of the above conditions (a-d) for leaves not exceeding thirty (30) days.

## **ARTICLE 12 - HOURS OF WORK AND OVERTIME**

**Section 1. Work Schedules.** The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. The determination of daily and weekly hours of work shall be made by the employer.

The work schedule for the Public Works Employees shall consist of five (5) days on and two (2) days off, and shall consist of one (1) shift per day and forty (40) hours per week, normally Monday through Friday.

The work schedule for the Police Officers shall consist of four (4) days on, and three (3) days off, and shall consist of one shift per day at ten (10) hours per day. The shifts designated shall be posted for bid and staffed by seniority on the basis of bids submitted by such employees to be effective July 1, 1999. The shifts will be reposted not less than twice per year, and may be reposted more often at the discretion of the Department Head. Any vacancy occurring in a shift shall be posted for bid and staffed accordingly. Such vacancy posting shall state the job title, shift hours, and regularly scheduled days off.

**Section 2. Meal Periods.** Employees who by nature of their work are required to be on duty for eight (8) consecutive hours, may receive, if conditions permit, a one-half (1/2) hour meal period to be taken at their respective work stations.

**Section 3. Overtime.**

A. Overtime Compensation

For all Public Works Employees, time worked over eight (8) hours per day will be paid at time and one half the Employee's straight time hourly rate.

For Police Officers, any time worked over ten (10) hours in one day or 40 hours in pay status per week (Thursday through Wednesday), will be paid at time and one half the Employee's straight time hourly rate.

All hours in pay status will be counted as working time for the purpose of determining overtime.

At the discretion of the department head, compensation time may be granted. Such compensation time will be provided at a premium rate of 1.5 hours of comp time for each overtime hour worked.

**Section 4. Work During Vacation Period.** In cases where an Employee is called in during his/her vacation, the Employee shall be paid at the rate of one and one-half (1½) times the Employee's regular rate. The Employer shall not call Employees off of their vacation unless it is an emergency.

**Section 5. Call Back Time.** In the event the Employer directs an Employee to return to work after completing their normal shift, the Employee shall receive a minimum of two (2) hours



pay at time and one-half, unless it is tied in to their regular work day (i.e. if called in early or asked to stay late).

**Section 6. Trade Time.** Employees within the bargaining unit may utilize trade time agreements only with the prior approval of the Department Head. Such agreements shall be voluntary and shall consist of Employees agreeing to trade off working assignments.

Trade time agreements shall be between Employees of equal permanent status. Probationary Employees may not utilize trade time provisions. Employees utilizing this agreement shall agree between themselves as to the pay back conditions except that pay back must be accomplished within the pay period. Such agreement shall be written on a form provided by an Department Head, signed by the agreeing Employees and witnessed. Such agreement must be delivered to the Department Head at least one (1) duty shift prior to the trade time date unless the Department Head agrees otherwise.

If a substitution Employee fails to report for duty for any reason, it shall be the responsibility of the substituting Employee to attempt to find a replacement Employee. Should the substituting Employee fail to find a replacement Employee, any time lost will be deducted from the substituting Employee's appropriate leave provision. All trade time worked shall be at straight time pay.

## ARTICLE 13 - LAYOFFS

**Section 1. General Layoff Procedures.** When the work force is to be reduced the Employee with the least job classification seniority in the job classification affected shall be the first removed. The Employee removed can then replace an Employee with lesser seniority, in a lateral or a lower job classification, if they are qualified to perform the work.

**Section 2. Recall Rights.** On recall from layoffs, Employees will be returned to work in reverse order in which they were laid off, if they are qualified to perform the work available.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by a notice in writing sent by certified mail, return receipt requested, to the last address shown on the Employer's record. It is the Employee's responsibility to keep the Employer informed of their current address and phone number. The recall list will remain in force for a period not to exceed one (1) year from the date of layoff.

The Employer may at their discretion, request that the Employee visit a doctor selected by the City in order to ensure that the Employee is physically able to return to work. The fee shall be paid by the Employer.

## ARTICLE 14 - SENIORITY

**Section 1. Definition.** Seniority means an Employee's length of continuous full-time service.

**Section 2. Probationary Period.**

All new Police Department Employees which have not completed the Law Enforcement Academy shall serve a probationary period of one (1) year before becoming a regular full-time Employee.

Police which have successfully completed the Law Enforcement Academy prior to employment with the City and all other Employees not required to have Law Enforcement Training shall serve a probationary period of six (6) months before becoming a regular full-time Employee.

All new Public Works Employees shall serve a probationary period of six (6) months before becoming a regular full-time Employee.

Probationary Employees may be terminated, demoted, laid off for any reasons during their probationary period without recourse to the grievance procedure.

All Public Works Employees shall maintain a valid Commercial Driver's License while employed by employer. Failure to maintain a valid Commercial Driver's License shall result in automatic termination of the employee. The Public Works Employee shall immediately notify the employer at any time the employee is served with a Notice of Suspension, Revocation, or Disqualification, of his/her driving privileges.

**Section 3. Termination of Seniority.** An Employee shall lose his seniority and the employment relationship shall be broken and terminated as follows:

1. An accepted Employee resignation.
2. Employee is terminated for cause.
3. Employee is laid off and fails to report to work within fourteen (14) calendar days after receipt of the registered letter notifying the Employee of recall.
4. An Employee is absent from work for any reason for over 90 days or for a period of time equal to their seniority, whichever is shorter. An Employee may be absent from work longer than 90 days with permission from the Employer.

**Section 4. Seniority Accumulation.** An Employee on unpaid leave does not accumulate seniority on a leave that is thirty (30) days or longer.

**Section 5. Seniority Lists.** The seniority list shall be revised to reflect the Employee's status as

of July 1 of each year. The failure of an Employee or the Union to protest the seniority listing within thirty (30) calendar days shall be considered to have confirmed the accuracy of the list.

## ARTICLE 15 - INSURANCE

### **Section 1. Health Insurance.**

Single Coverage—Paid in full by Employer

All Other Coverage Employee shall contribute the sum of \$18.00 per month towards the health insurance premium.

\*Deductible: Single — \$1,000.00  
Family — \$2,000.00

\$1,000.00 per insured, maximum \$2,000.00 family total.

\*Employer will reimburse Employee up to \$750.00 per person of the first portion of the \$1,000.00 deductible amount when Employee shows proof of allowable claim towards deductible, with a maximum of two deductibles per family per year.

Maximum out of pocket limit - \$2,250.00 per person per year - single (less \$750.00 the City would reimburse)  
\$4,500.00 per family per year - family (less \$1,500.00 the City would reimburse on two deductions)

### **Section 2. Prescription Co-Pay Reimbursement**

The Employer shall reimburse Employee for prescription co-pay, as follows:

Generic Prescription \$2.00  
Non-Generic Prescription \$5.00  
Preferred Prescription \$5.00

Claims for reimbursement shall be made by providing the original prescription receipt to the City Administrator/Clerk not less than annually after expenditure of co-pay by Employee.

### **Section 3. Life insurance.**

\$20,000.00 Life and Accidental Death & Dismemberment Coverage for Employee.  
\$1,000.00 Dependent Coverage.  
\$5,000.00 Spouse Coverage

### **Section 4. Dental Insurance.**

Single Coverage - Paid in full by the Employer.  
Family Coverage - Paid in full by the Employer.

Deductible - \$100.00 lifetime deductible.

\$300.00 maximum coverage per person per year - Orthodontia\*

\$1,200.00 maximum coverage per person per year - Dental

\*(Orthodontia - 24 month waiting period from 1/1/95)

**Section 5. Insurance Waiver.** If an Employee chooses not to accept the Life, Health and Dental package offered by the Employer, they must sign an insurance waiver form and will receive \$112.50 per month. If the Employee can provide proof of insurance expenses in excess of \$112.50 per month, the payment of \$112.50 will be paid through accounts payable. If no expenses for insurance are provided, the \$112.50 per month will be added to payroll. To be eligible for this waiver, the Employee must provide to Employer, upon request, adequate proof of current participation in another group health insurance plan.

## **ARTICLE 16 - WAGE AND SALARY SCHEDULE**

The Police Officers' work schedule is a 4 day on, 3 day off schedule at ten hours per day. The number of regular hours actually worked is 2080 annually.

The Public Works employees' schedule is a 5 day on, 2 day off schedule at eight hours per day. The number of regular hours actually worked is 2,080 annually.

Attached to this Agreement is the hourly wage schedule for each employee position for the fiscal year July 1, 2006 – June 30, 2007. The hourly wage schedule reflects an across the board wage increase of 3.0% effective July 1, 2006.

## **ARTICLE 17 - RETIREMENT INCENTIVE, WORKING OUT CLASSIFICATION, LONGEVITY PAY AND PAY DIFFERENTIALS**

**Section 1.** Retirement Incentive. An Employee retiring after fifteen (15) years of service may receive the following unused accumulated sick leave:

50% - After 15 years of service

2% - Thereafter for each year of additional service

100% After 40 years of service

**Section 2.** Pay Differentials. It is expressly understood that the Employees are not entitled to pay differentials. Additionally, it is understood that there exists no working out classifications requiring pay differentials.

**Section 3. Longevity Pay.** All full-time employees shall receive longevity pay according to the following schedule.

For each year after five years of continuous service:	\$429.72 per year
For each year after ten years of continuous service:	\$521.81 per year
For each year after fifteen years of continuous service:	\$613.88 per year
For each year after twenty years of continuous service:	\$736.66 per year

In order to qualify for longevity pay for any particular year, the employee must be in continuous work status from his/her anniversary date of employment through the following anniversary date. Longevity pay shall be paid on a separate check issued on the first pay period in December of the year in which the employee qualifies for any such longevity pay.



## ARTICLE 18 - DEFINITIONS

**Section 1.** Part-time Employees, Temporary Employees are not included in the bargaining unit, are not entitled to any of the benefits of this Agreement.

**Section 2.** A probationary Employee is one who has not completed the introductory period as defined in Article 14 of this Agreement. During the probationary period, such Employee may be discharged by the Employer without an explanation; any such discharge shall not be subject to grievance.

**Section 3.** A permanent Employee is an Employee other than a temporary Employee, seasonal Employee, part-time Employee, or a probationary Employee.

**Section 4.** Except where the contract clearly indicates otherwise, the word "Employee", when used in this Agreement, shall be limited to mean "permanent" Employee.

**Section 5.** Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

**Section 6.** Union, as referred to in this Agreement, shall mean Local 0000 of the American Federation of State, City and Municipal Employees, AFL-CIO, Iowa Council 61.

**Section 7.** Employer, as referred to in this Agreement, shall mean the City of Glenwood, Iowa, acting through its City Council, or other persons designated by the City Council to act on its behalf.


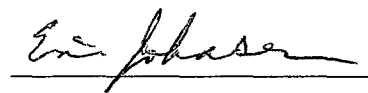
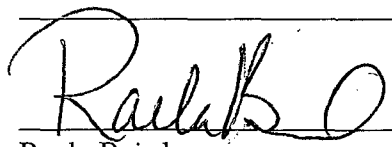
**Section 8.** Bargaining unit shall refer to the permanent Employees within the eligible classifications pursuant to the Order of Certification in Case No. 5726 of the Iowa Public Employment Relations Board, as it may be amended from time to time.

## ARTICLE 19 - DURATION

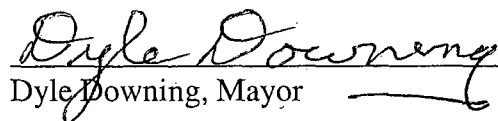
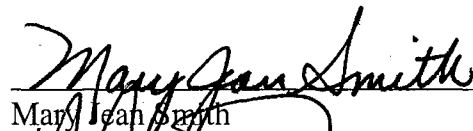
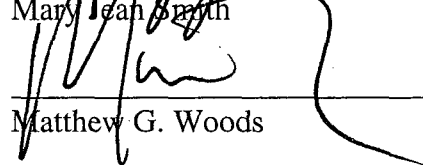
THIS AGREEMENT shall be effective from July 1, 2006 through June 30, 2007.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2006.

FOR THE UNION:

  
\_\_\_\_\_  
\_\_\_\_\_  
Raela Baird

FOR THE EMPLOYER:

  
Dyle Downing, Mayor  
Mary Jean Smith  
Matthew G. Woods

## POSITION GUIDELINES

### POLICE DEPARTMENT

#### POLICE OFFICER I

The employee will serve a six (6) month probationary period from the date of hire if he/she has already successfully completed the Law Enforcement Training Academy prior to employment with the Glenwood Police Department. Otherwise, he/she will serve a one (1) year probationary period from the date of hire.

#### POLICE OFFICER II

Upon the satisfactory completion of a minimum of one (1) year as a Police Officer I and with the approval of the City Council upon recommendation of the Department Head, the employee will move from Police Officer I to the status of Police Officer II.

#### POLICE OFFICER III

Upon the satisfactory completion of a minimum of one (1) year as a Police Officer II and with the approval of the City Council upon recommendation of the Department Head, the employee will move from Police Officer II to the status of Police Officer III.

#### POLICE SERGEANT

Upon the satisfactory completion of a minimum of one (1) year as a Police Officer III, and upon the recommendation of the Department Head, the employee shall be eligible for testing for promotion to Sergeant.

Nothing contained herein shall be construed to prohibit or otherwise limit the Employer, at its discretion, from hiring outside persons at any level described above or prevent an earlier promotion if such person has sufficient qualifications and experience.

# **POSITION GUIDELINES**

## **PUBLIC WORKS DEPARTMENT**

### **STREET CREWMAN I**

The employee will serve a probationary period of 6 months from the date of hire.

### **STREET CREWMAN 11**

Upon the satisfactory completion of a minimum of one (1) year of continuous service and with the approval of the City Council upon the recommendation of the Department head, the employee will move from Street Crewman I to the status of Street Crewman 11.

### **STREET CREWMAN III**

Upon the satisfactory completion of a minimum of one (1) year as a Street Crewman 11 and with the approval of the City Council upon recommendation of the Department Head, the employee will move from Street Crewman II to the status of Street Crewman III.

### **STREET MAINTENANCE SUPERVISOR**

Upon the satisfactory completion of a minimum of one (1) year as a Street Crewman 111, the employer is eligible to move from Street Crewman III to the status of Street Maintenance Supervisor with the approval of the City Council upon recommendation of the Department Head.

Nothing contained herein shall be construed to prohibit or otherwise limit the Employer, at its discretion, from hiring outside persons at any level described above or prevent an earlier promotion if such person has sufficient qualifications and experience.

## HOURLY WAGE SCHEDULE

Position	July 1, 2006 through June 30, 2007
Police Sergeant	\$19.26
Police Officer III	\$18.15
Police Officer II	\$17.08
Police Officer I	\$15.95
Street Maintenance Supervisor	\$17.62
Street Crewman III	\$15.91
Street Crewman II	\$14.19
Street Crewman I	\$12.96